0.1. Lawyer Trust Funds - the Ultimate Oxymoron

0.1.1. In about 2003 I wrote this article [in purple below] at my amandaforpm.com [and she still might!] site after reading a case in the FMS, which reminded me of the emerging abuse of trust funds in the Parsons case, ending as:

> *"So I have at least blown the whistle on the known knowns of both these cases as a source of discovery for **any person minded** to take either matter further."*

0.1.2. Well it seems that the only persons **so minded** in the Parsons case were those in the legal industry [and possibly in government], just to clean off the slate as it were. They exhumed the solicitorial body of "Slithery Slattery" [already buried **with** his shingle and trust fund] back in 2003, per Victorian Lawyers RPA Ltd v Slattery [2003] VSC 228 (24 June 2003) herebelow, and "dealt with him", but of course with a slap over the wrist with a wet tram ticket. So I will repeat the article [in purple] and then explain as per Otto in Wanda, "... errrrr, where's the diamonds".

0.1.3. A recent case in the FMS highlights once again the perils awaiting anyone "trusting" their own money to a solicitor trust fund. I will also refer back to a similar abuse by a lawyer in the tragic Parsons case in 1997.

0.1.4. Now I am not talking of such trust funds used by lawyers for their DIRECT benefit, which have received publicity recently. Firstly there was the recent announcement by the Attorney General to clamp down on lawyers transferring funds to family trusts to profit from "multiple bankruptcy syndrome". Then there is the use of maintenance trusts to allow barristers earning up to a million dollars pa to avoid paying any income tax at all.

0.1.5. What I am talking about here is the facility at law of a solicitor to be able to hold funds on behalf of a client. In the family law arena the most common situation would be concerning property matters where the home is sold before the orders are sealed and the proceeds are held in trust for a time.

0.1.6. It is always preferable to put such funds in an interest bearing deposit, not least because with your money in a solicitor's trust account he/she can then charge whatever he feels he can get away with in fees and simply transfer it from the trust to himself, and as you will see there is no point complaining to a Law Society.

0.1.7. The case I refer to is W & H [2004] FMCAfam 67, and here are the orders made

ORDERS

(1) That Orders Four (4) to Seven (7) inclusive of the Order of the Warrnambool Magistrates Court on 4 April 1997 be discharged.
(2) That an injunction be issued restraining the Respondent Husband from dealing with Fifty One Thousand Dollars ($51 000) of the monies held by his Solicitors in trust and otherwise discharge the obligations created by any further Order of the Court until such time as the Respondent Husband has met these obligations.
(3) That the Respondent Husband sign all such documents as may be necessary to direct Thirteen Thousand, Six Hundred and Twenty Two Dollars and Sixty Six Cents ($13 622.66) be paid to the Applicant Wife forthwith.
(4) That on the sum referred to in paragraph 5 of these orders being exhausted, the child support assessment be departed from and the annual rate of child support set at five dollars per week thereafter.
(5) That for the purpose of securing payment by the father of the amounts referred to in paragraph 3 of these orders:

a) The father is hereby ordered to do all acts and things to execute all deeds, documents, instructions in writing, as may be necessary to cause to be deposited the sum of $33,000 into an interest bearing investment account in the joint names of the father and the mother.
b) The father and the mother are hereby ordered to do all acts and things and execute all deeds, documents, and instructions in writing and as may be necessary to cause an automatic monthly disbursement to the child support agency of the amount necessary to meet the father's liability each month pursuant to the terms of the administrative assessment, as departed from in accordance with order 3 herein.
c) The father and the mother are hereby ordered to do all acts and things, and execute all deeds, documents and instructions in writing as may be necessary to cause any balance held in the investment account after 30 June 2010 to be paid to the father.

(6) The parties are at liberty to file submissions in support of an application for costs within fourteen days (14) days.

THE COURT NOTES:

(7) That the payments under paragraphs 1 and 2 of this order have been made from the funds released to the applicant wife under the order made 19 December 2003.

0.1.8. The orders may seem suitably "legalistic" and therefore be seen by the casual reader of such a case to achieve some "equitable outcome in the circumstances of the case", whatever those words might mean. In fact what happened here was fraud and I will explain all herebelow.

0.1.9. In Don Watson's book Death Sentence he explains this point:

"An airhead is no less an airhead for having a command of grammar, and a liar is no less a liar. Far from it; the disingenuous, the fatuous and the deceitful are more likely to make headway if they have perfect grammar on their side."

0.1.10. What do I hope to achieve from exposing this fraud? Firstly it is a Claytons exposure because lawyers are the best protected species on this planet, especially in Queensland. Howard and Beattie are both lawyers but while Beattie protests he is NOT soft on lawyers, maybe Howard is less soft, albeit he remains basically silent as to the antics of his brothers. But any sanction is left to the States, and to the so call Law Societies which are simply the unions for solicitors.

0.1.11. So to answer that question, Judge & Co in this case have covered their arses by providing suitable Reasons for Judgment which can be used as a safety net if the shit should by happenstance happen to hit the fan. This article simply sets the shit in motion. Judge & Co can simply apply their so called "slip rule" and amend the orders to include the words they will claim were left out "by mistake". So no lawyers will be cast into an Iraq prison BUT I will have the satisfaction that this bloke will not lose $100,000 to the coffers of Judge & Co.

0.1.12. You will notice the words:

*11. Both counsel acknowledged the applicable three step process identified in s.117 of the Act and enunciated by the Full Court in decisions such as Gilmore v Gilmore (1995) FLC 92591 and Gyselman v Gyselman (1992) FLC 92279. No useful purpose is served in these **oral** reasons in reciting the observations of the Full Court save to say that this case raises facts which clearly satisfy the threshold test of "special circumstances" existing.*

12. I have considered the ground for departure set out at s.117(2)(c)(i) and the factors under s.117(4) and (5) of the Act.

So the magistrate is saying his reasons are to be simply transcribed by his associate to the web site, inferring he will not have necessarily checked them, thus further inferring there may be mistakes.

0.1.13. But then we see:

27. Otherwise the form of order was agreed and is set out at the commencement of these reasons which are to ***adopt Mr Reithmuller's Schedule A*** *with the adjustments made for these reasons.*

0.1.14. So the orders WERE drafted with great precision by our hero Mr Reithmuller, BEFORE the hearing. So it is totally fishy that in this case the orders were drafted by the bloke's lawyers to EXACTLY mimic the decision of the judge, ie reflect the argument [not] by the bloke's lawyers, ie there is no argument whatsoever by bloke's lawyers to match his pleadings in his application/response to the court. However the bottom line in the fraud, as we will see, is that the main issue ie the DEPARTURE is left out, per:

10. As the parties had agreed on the manner by which future child support was to be secured I was required to determine:

(a) On what basis should the interest on child bearing expenses be assessed.

(b) What the appropriate rate of departure should be for the current assessment. The ***respondent says $49.77 per week*** *and the applicant says $120 per week.*

(c) The amount to be deposited to secure future payments of child support.

0.1.15. But let's go back to the start. The bloke was introduced to child support not by any action by the mother but because he had had an accident and used ambulance chasing lawyers for common law relief. The lawyers had got a few hundred grand for the bloke and taken what they saw as their "fair share", and there it should have ended.

0.1.16. However, following reports at this site [see hereunder] of lousy Key Performance Indicators by the CSA relegating the average separated [from dad] kid to "living in poverty" at $31.88 per week, instead of simply sacking the CSA as our hero Amanda has now done for ATSIC, the gummt granted an extra 9 million dollars of taxpayer funds to Legal Aid Hairy legged Lesbians to suss out blokes like this who "had funds" and could be extorted for child support.

0.1.17. But even more sinister "things and deeds" were afoot here dear friends. The barrister "for" the bloke is Mr Reithmuller, who does very little barristering as such but for the last 12 years has prostituted the bar to be perhaps the most famous of a group of otherwise out of work barristers who have taken refuge at the CSA as contractors to the CSRegistrar under Part 6A. These people currently refer to themselves as COATs which is the latest term they invented and meaning Change Of Assessment Team. For legal reasons the term has changed 5 times since 1992 and is about to change again to Senior Client Service Officer.

0.1.18. Part 6A was introduced in 1992 to provide an ADVISORY service to CSA clients, as to their chances in court under Division 4 of Part 7. In fact perhaps the only other bit of "bar" work by Mr Reithmuller was in the very first case in 1992 where a Part 6A determination by the CSA was incorrectly called a decision AND rather than being advisory, a change WAS made to the bloke's assessment. So the bloke Mr Perryman went to court and the court asked the CSA to intervene to explain exactly how they saw Part 6A.

0.1.19. Mr Reithmuller was in fact the person CSA sent along to [incorrectly] tell the court some big porkies, ie that it IS executive albeit there is no head of power in the CSAAct, and perhaps well over a million of these kangaroo court COATings have been inflicted on blokes since then, with our hero performing several thousand himself. And to that end, particularly as such "deem & destroy" COATings have been responsible for some 10,000 suicides since then, Mr Reuthmuller is referred to as Rottweiler, and I have it on good authority his colleagues call him the Garden Gnome - but I will use Rottweiler.

0.1.20. So what exactly is going down in this case? As seen hereabove at paragraph 10, the magistrate defines 3 tasks, ie payment of past "liabilities" with interest, a departure [not] and enforcement of the departure [not].

0.1.21. As for the **first** task it is not clear under what Act "childbearing" orders might come but lets not get pedantic about this as it IS a red herring thrown in to keep mum quiet, the order being Order 3 ie that dad pays mum 13 grand. And remember that while the Reasons sort of hinted at the 13 grand being part of the 51 grand in Order 2, it simply comes out of the general funds now freed up by Order 1. That is to say ALL the bloke's ambulance chasing funds were initially frozen by the local court at Wombats Grove or wherever but Order 1 frees up the lot and Order 2 puts wheelclamp back on 51 grand

0.1.22. The **second** task is a departure under Div 4 of Part 7 of the CSAAct, but there is no mention of why Rottweiler and mates did not simply do this same as for a million other blokes under Part 6A, ie a deem & destroy COAT using the very power Rottweiler usurped in Perryman to totally fleece a bloke with no rules of evidence etc, ie the COAT kangaroo court. And the supplementary question is IF the case had NOT been via the COAT then this court had no jurisdiction, per s 115 and s 116

0.1.23. But leaving these questions aside [ie this bloke has Rottweiler firmly attached to his neck so he is not about to be smart enough to appeal any wrong doings!], a decision IS made [under very strange "special circumstances"] to depart, per

> *23. Based on these findings and in the special circumstances of this case which are established I regard it as just and equitable and otherwise proper to depart from the minimum current administrative assessment of $260 per annum and set the yearly child support liability at $5200 per annum ($100 per week).*

0.1.24. The major problem [ie for truth and justice] is that there is **no mention at all** of this departure in the Orders

0.1.25. The **third** task self imposed by the magistrate it to "secure" this departure until kid reaches 18. One would instantly ask the question why are the parties seeking securement. Since 1988 we have had a gummt agency [the CSA] purpose trained in extortion of funds real and imagined and with a dexterity which would make both bin laden and Hitler blush. Surely [unless "other things" are afoot] the task list would have stopped at task 2

0.1.26. The other issue to ponder is IF the mum is seeking collection/enforcement herself then s 30 of the CSRCAct locks out the CSA from collection and vice versa. SO in this case the court would not have had any jurisdiction to hear the task 3 if mum had registered under s 17 for collection by the CSA, SO we have to assume she had NOT. I will return to this point herebelow.

0.1.27. So to wind up this horrific case we have got to Order 3 and bloke has 51 grand frozen and has to pay mum 13 grand, and I will return to the 51 grand.

0.1.28. Order 4 is a total nonsense in logical terms but in fact sets the $5 pw "departure" as NOW, ie once bloke pays the 13 grand, for indeed Order 5 simply refers back to Order 3 - clever huh?

0.1.29. Order 5 a) requires bloke to put 33 grand in an IBD and astute readers will note this 33 grand was also thinly argued as being part of the frozen 51 grand but the Orders don't say that at all. In fact bloke has to transfer this 33 grand from the funds unfrozen from Wombats Grove which are NOT part of the newly frozen 51 grand

0.1.30. Order 5 b) requires bloke to "do all those legal things" to do a monthly automatic transfer from the IBD to "the CSA". As we have already seen this is NOT a "CSA collect" as the CSA refer to those registered under the CSRCAct. Also as seen there is nothing to collect, save perhaps for $5 pw. So IF the "monthly deduction" WAS sent to CSA the computer would say "does not compute".

0.1.31. So I will leave all this to the reader to decide as to the [NBA?] bank account(s) to which Rottweiler convinced the bloke to *"do all acts and things and execute all deeds, documents, and instructions in writing and as may be necessary to cause an automatic monthly disbursement ....."* It is a multiple choice question

a) was it to Rottweiler's trust fund [via instructing solicitor]?
b) was it to be shared by all of assembled Judge & Co trusts fund?
c) was it for the common good of the home for little Ozzie pensioners and hairy legged lesbians [aka Relationships Australia]?
d) was it for Pru Goward?

0.1.32. I leave that up to you to decide. I am just a simple whistle-blower and as such I am not in the inner sanctum of knowledge of "plain brown paper envelopes" used by Judge & Co to cement deals such as this case.

0.1.33. So to summarise, Judge & Co get the 33 grand on monthly basis and the 51 grand remains frozen [to bloke but not

Judge & Co] until it gets all taken in such Orders as are forecast by:

28. I will give the parties 14 days to file any submissions in support of an application for costs.

0.1.34. Remember Order 2 says the 51 grand is frozen until bloke *"otherwise discharge the obligations created by any further Order of the Court until such time as the Respondent Husband has met these obligations"*, which simply means he loses the lot

0.1.35. Initially I was wondering about the matter of actually bringing this case for determination and publishing on the www when in fact it could have been done by consent and kept totally secret as the bloke was willing to do and sign anything Rottweiler said. I also wondered at the total arrogance of assuming nobody would actually read the case in detail and blow the whistle.

0.1.36. I now answer both questions by saying that fraud is just so easy for Judge & Co that arrogance simply sets in, almost as a challenge for people to defy their fraud. Secondly they needed an actual hearing to be able to charge fees/costs [of 51 grand] from the trust fund.

0.1.37. To conclude with the Parsons case, the Don Rumsfeld speech comes to mind:

> *"Reports that say something hasn't happened are interesting to me, because as we know, there are known unknowns; there are things we know we know. We also know there are known unknowns; that is to say we know there are some things we do not know. But there are also unknown unknowns — the ones we don't know we don't know."*

0.1.38. In the Parsons case a very similar ploy was attempted by Dan [Slithery] Slattery a Melbourne solicitor. Mr Parsons had been COATed already but Slithery made application for the mum to capitalise future payments of 47 grand for "child support", but as

for Rottweiler paid to his trust fund AND with no order to say it went FROM his trust fund to mum [or even to the CSA].

0.1.39. But Slithery was a rank amateur and had not even used "communication and interpersonal skills" to cement the brown paper trail and so he had great problems getting his plan through the court. Also Mr Parsons was self representing so was not about to do any Rottweiler type give in without a fight argument [not]. Finally after 3 frustrating days in court Mr Parsons killed the mum. So Slithery's intentions for the 47 grand at **that** time [ie without the wisdom of future knowns] was an unknown known.

0.1.40. But that was a stroke of luck for Slithery because with dad in the clink for life he was able to mount a "pain and suffrin" type action on account of the kids. The case was DPP v Parsons [2000] VSC 327 (10 August 2000) and this time Mr Parsons used a lawyer so the award went through with no problems. The concluding statement in the Reasons for Judgment was:

> *32 In the case of J, for her pain and suffering as a result of the offence, I order that the offender pay her compensation of $125,000. In the case of M, for his pain and suffering as a result of the offence, I order that the offender pay him $125,000.*

0.1.41. It will be noted that the actual orders were not published but I can say as a known known that the application by Slithery was similar to the Family Court draft order, ie the money was to be paid to the Slithery trust fund AND there was no mention of it going from there to the kids. So it is an unknown known [or a known unknown?] if the judge simply made the orders, essentially as an "engrossment" of the orders sought by Slithery, as we saw in the case of Rottweiler.

0.1.42. Subsequent events say yes, because before you could say "A Fish Called Wanda" Slithery had pulled down his shingle and was being "dealt with" for matters concerning his trust fund.

0.1.43. There is brief mention of part of this in Victorian Lawyers RPA Ltd v Slattery [2003] VSC 228 (24 June 2003), and it is noted without comment the same judge as the pain & suffrin' award was involved. This case says nothing to give any help in the money trail. Meanwhile there is a complete dead end whistle blowing wise to the Police or Law Society, who both say the only persons who could cause an investigation of the brown paper envelopes are the kids themselves, and Slithery was very careful to get an order restraining Mr Parsons or any of his agents from any contact with the kids.

0.1.44. However in my submission the unknown knowns of the 250 grand meant for the kids means that 47 grand attempt now becomes a known known, ie that Mr Parsons was quite correct in assuming Slithery was not on the up and up in trying to get his 47 grand into his trust fund, justifying in my view he was within his rights to take out Slithery, ridding the world of one more blood sucking lawyer. As it happened Mr Parsons became SO disoriented he took out the wrong person.

0.1.45. So I have at least blown the whistle on the known knowns of both these cases as a source of discovery for any person minded to take either matter further.

0.1.46. So we return to 2008, and with Howard's Firewalls disappearing back into the woodwork and with a new breed of Kevin '07 "honesty & accountability" feared by those that drank at the well, we have a new case R v Slattery [2008] VSC 81 (20 March 2008), where it is said:

> *7 As a result of the matter being settled, **two** bank cheques totalling **$288,862.72** were sent to you, and rather than banking them into your trust account they were placed into the Gilchrist account.*

8 The cheque for $288,862.72 had been deposited into the Gilchrist account on 24 August 2000 and on the following day you withdrew $270,656.78 from that account and deposited ***$184,918.98*** *into your trust account.*

9 On 21 September 2001 a further bank cheque for ***$117,632.78*** *was received in further settlement of the action against Mr Parsons. This cheque should have been deposited into the trust account but instead was placed in the Maxima residual account. On 24 December 2001, $118,000.00 was withdrawn from the Maxima residual account and* ***$93,882.10 was sent to the client Ms Collins****.*

0.1.47. Clear as mud, hey? Like this is a financial account so a clear statement of what happened is normally communicated **by** "a Statement", ie debit and credit columns, with of course a "bottom line". So anybody **not** seeing the similarity to the "creative accounting" by Mr Riethmuller in the other case? - or the proof of Don Watson's assessment:

"An airhead is no less an airhead for having a command of grammar, and a ***liar*** *is no less a liar. Far from it; the disingenuous, the fatuous and the* ***deceitful*** *are more likely to make headway if they have perfect grammar on their side."*

0.1.48. So using that lovely judicial expression "doing the best I can" to decode this garbled garbage, the known knowns are the kids were **meant** to get $250,000 [and Ms Collins, $75,000]. In case you don't know, Trust Funds do **not** pay any interest to the "investor/idiot", but lawyers are experts at "fattening up" judgments with "interest and costs", particularly if the judgment monies are headed for "lawyer mitts". So it seems the $250,000 got "expanded" to some $288,000 before the money passed from Mr Parsons to Mr Slithery [but not to his Trust Fund as such].

0.1.49. But who cares if it went to his Trust Fund or not? All that matters is **did the kids get the money?** There is no mention at all in this 2008 case that monies were **meant** for the kids and certainly no mention that they **got** anything. All we have is gobbledygook. It seems the $75,000 Pain & Suffrin' Award for Ms Collins got fattened up to some $117,000. But at least there **is** a bottom line mentioned where Ms Collins gets some $93,000 from Mr Slithery, and perhaps we don't ask why this is **more** than she was awarded. As I say, the only important matter is that the $250,000 for the kids **is** missing in action.

0.1.50. So having hidden the money trail, the court then exhumes the decayed and decadent body/shingle [with Trust Fund, albeit passed on to another lawyer back in 2003] of Slithery to sugar coat him. And so it is no surprise at all that the court opens the dictionary at the Letter V and quotes from the Secret Wimmins Business Mantra of DV, per:

> *22 Mr Carter of counsel, who appeared on your behalf, outlined your early life as the consultant psychiatrist, Dr David Sturrock, had done in his report of 15 February 2008. That included* ***beatings by your father*** *who was obviously a very violent man both toward you and toward your mother.*

0.1.51. But what is so hilarious is that this could have been lifted directly from A Fish Called Wanda, per:

> *Wanda: I'm sorry about my brother, Ken. I know he's insensitive. He's had a hard life.* ***Dad used to beat him up****.*
>
> *Ken:* ***Good****.*

0.1.52. Then the court does the good old trick of reversing good vs bad, per:

5 In February 1997 Ms Angela Parsons commenced family law proceedings against her husband, Mr Robert Parsons. You were her solicitor. On 10 December 1997 proceedings in relation to the family's ***financial arrangements*** *were listed for hearing at 2.25 pm.* ***Shortly before the matter was due to be heard****, Mr Parsons murdered Ms Parsons in the vicinity of the Family Court at Dandenong. Mr Parsons was sentenced for that murder by Cummins J on 24 May 1999 to life imprisonment, with a minimum term of 25 years to be served before eligibility for parole. That case* ***had a dramatic effect on you*** *and played, in part, a* ***causative role*** *in the commission of these offences.*

0.1.53. I should explain this trick. As explained, Mr Parsons became more and more worked up over the 2 1/2 days of this hearing because he was trying to protect his kids from men that the mother was bringing home from the pub, and then doing night shift as a nurse. But Slithery was not only constantly trying to get his child support matter heard before the child matter, but was also asking for a lump sum, which Mr Parsons could see was not going to the kids [**or** their mother].

0.1.54. Therefore back in 2001 or so I assisted Mr Parsons with an application for contempt of court against Slithery, so as to get onto the record some 14 or so "atrocities" by Slithery on those days. We did not expect to win [and he did **not**, as the FLIndustry closed ranks] but it served its purpose, and a major piece of evidence was the clear intention of Slithery to use his Trust Fund to get the $47,000 for himself. As I say, "fortune" saw him miss that but get $250,000 instead from Mr Parsons.

0.1.55. Obviously the legal fraternity involved knew what I was up to, ie any proof of the $250,000 would point back to the motive with the $47,000, thus creating "extenuating circumstances" for the action of Mr Parsons, and perhaps an early release. But of course those that benefited from the Plain Brown Paper Envelopes

want him to die in jail so he can't ever chase the trail of paper/money/envelope.

0.1.56. So the main purpose of the trial is to debunk that theory so firstly all mention of the horrific 2 1/2 days of lawyer bullying is wiped from the record and secondly the court does its reversal by saying *"... and played, in part, a **causative role** in the commission of these offences"*.

0.1.57. For his part in the deal Slithery gets off totally Scott Free, ie not even the farcical 6 month sentence of William Zanzinger [see below]. So the Industry can now at least **claim** that "justice was not only done but **seen** to be done" and hopefully close the book and end any further questions of the *"... errrrr, where's the diamonds"* type.

0.1.58. Here is a summary of justice Bob Dylan style, per the final verse of Hattie Carrol:

In the courtroom of honor, the judge pounded his gavel
To show that all's equal and that the courts are on the level
And that the strings in the books ain't pulled and persuaded
And that even the nobles get properly handled
Once that the cops have chased after and caught 'em
And that the ladder of law has no top and no bottom,
*Stared at the person **who killed for no reason***
*Who just happened to be **feelin' that way without warnin'**.*
And he spoke through his cloak, most deep and distinguished,
And handed out strongly, for penalty and repentance,
*William Zanzinger **with a six-month sentence**.*
Oh, but you who philosophize disgrace and criticize all fears,
Bury the rag deep in your face
*For **now's the time for your tears**.*

0.1.59. So what am I hoping to achieve [by risking my own neck]? Well firstly, having been involved with a case it is wise to

report what one knows or suspects for one's own security. Secondly I think after 10 years Bob Parsons has suffered enough and thirdly I would like to see the kids get their money.

0.1.60. But you say all the money has been spent? Well all that is needed is for the kids to **know** of the money, and then **ask**, and they get it back. It won't be the same money but it will be the same **amount**. You see there are millions [perhaps billions] of dollars sitting in these Trust Funds, earning but not paying interest. The lawyers claim the interest goes to a separate fund to enable lawyers to act *pro bono* [free] for certain deserving cases, but hey, I think Jesus Christ was the last person to get *pro bono* representation almost 2,000 years ago, and it didn't help him a lot.

0.1.61. The $250,000 would appear **on the spot** [from this "if the shit hits the fan" *de bono* bucket], but only **if** the kids know about it and ask, and hopefully Google might just pick up on this article about **Jessica Catherine Parsons** and **Michael Edward Parsons**. Of course there will be no questions asked about where had the money "**been**" as I hope I have explained just how carefully things are said and **not** said to ensure there are no crumbs left behind.